

MEMORANDUM OF UNDERSTANDING
For
COORDINATION OF WATER RESOURCES PLANNING RELATING TO
PROPOSITION 50 GRANT FUNDING AND IMPLEMENTATION

This Memorandum of Understanding (MOU) is entered into as of November ____, 2006, by and among the Los Angeles County Flood Control District, Las Virgenes Municipal Water District, West Basin Municipal Water District, City of Los Angeles Department of Water and Power, Main San Gabriel Watermaster, Watershed Conservation Authority, San Gabriel Basin Water Quality Authority, County Sanitation Districts of Los Angeles County, Gateway Cities Council of Governments, Santa Monica Bay Restoration Commission, and City of Los Angeles Bureau of Sanitation, and any other local public agencies, non-profit groups, and Public Utility Commission regulated entities within the Los Angeles County Region that become signatories as provided herein for the purpose of coordinating water resources planning activities relating to Proposition 50 grant funding and implementation. Signatories to this MOU shall hereinafter be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, it is in the interests of the Parties, and the region served by the Parties, that the water resources the Parties share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, the Parties desire to prepare an Integrated Regional Water Management Plan (hereinafter referred to as "IRWMP") for the Greater Los Angeles County Region in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, and Proposition 50, Division 26.5, Chapter 8 of the California Water Code;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: PURPOSES AND GOALS

1.1 Purposes and Goals:

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for Proposition 50 grant funding and implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the agencies in achieving their respective missions in a cost-effective and environmentally responsive manner and contribute to the overall well-being of the region.

SECTION 2: JOINT AGENCY PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

It is the intent of the Parties that they coordinate and collaborate to develop and implement projects and programs individually or jointly in groups. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the Greater Los Angeles County Region.

2.1.2 Solicitation of external funding for implementation of the IRWMP for the Greater Los Angeles County Region.

2.2 Formation of Regional Water Management Group and Adoption of the IRWMP:

The execution of this MOU by the Parties shall constitute the formation of a Regional Water Management Group, consisting of the Parties, to prepare and adopt an IRWMP for the greater Los Angeles County Region in accordance with the Integrated Regional Water Management Planning Act of 2002 and Section 10541 of the California Water Code for granting activities related to Proposition 50.

SECTION 3: GENERAL PROVISIONS

- 3.1 **Term:** This MOU shall become effective on the date first above written and shall expire on December 31, 2010 or upon its replacement by the adoption of a subsequent MOU, Agreement, or Joint Powers Authority Agreement, or unless earlier terminated by mutual written agreement of all Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties.
- 3.2 **Addition of Parties:** Other local public agencies (as defined in Section 10533 of the California Water Code), non-profit groups, and Public Utility Commission regulated entities within the Los Angeles County Region may adopt this MOU and, thereby, become a member of the Parties.
- 3.3 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.
- 3.4 **Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 3.5 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

3.6 **Rights of the Parties and Constituencies:** This MOU does not contemplate the Parties taking any action that would:

3.6.1 Adversely affect the rights of any of the Parties; or,

3.6.2 Adversely affect the customers or constituencies of any of the Parties.

3.7 **Execution:** This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

Insert your Agencies Signature Block

Date: _____, 2006